

St. Louis-San Francisco Railway Company

906 Olive Street — St. Louis, Missouri 63101 — (314) 241-7800

Donald E. Engle
Vice President and General Counsel

July 14, 1978

8-200A017

RECORDATION NO. [REDACTED] Filed & Recorded
JUL 19 1978 11:20 AM

Secretary of the Interstate Commerce Commission
Washington, D. C. 20423

No. 9587
Date JUL 19 1978
RECORDATION NO. 8
JUL 19 1978 11:20 AM
ICC
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Herewith for filing pursuant to Section 20c of the Interstate Commerce Act are executed counterparts of the following documents:

(1) Purchase Agreement dated as of June 1, 1978, between St. Louis-San Francisco Railway Company, Vendee, and General Motors Corporation (Electro-Motive Division), Vendor.

(2) Assignment of Purchase Agreement dated as of June 1, 1978, among St. Louis-San Francisco Railway Company, Assignor, The Connecticut Bank and Trust Company, Assignee, and General Motors Corporation (Electro-Motive Division).

(3) Lease of Railroad Equipment dated as of June 1, 1978, between The Connecticut Bank and Trust Company, Lessor, and St. Louis-San Francisco Railway Company, Lessee.

The names and addresses of the parties to the documents referred to in this letter are as follows:

Assignee-Lessor

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115

Builder-Vendor

General Motors Corporation (Electro-Motive Division)
LaGrange, Illinois 60525

Vendee-Assignor-Lessee

St. Louis-San Francisco Railway Company
3253 East Trafficway
Springfield, Missouri 65802

RECEIVED

JUL 19 11 10 AM '78

I.C.C. FEE OPERATION BR.

Handwritten signature: C. Engle

July 14, 1978

The following railroad equipment is covered by the documents referred to in this letter:

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
3,000 h.p. Diesel Electric Locomotive	8	950-957

Such equipment bears the name of the Lessee (St. Louis-San Francisco Railway Company), the road numbers set forth above, and the following legend: "Ownership subject to a Security Agreement filed under the Interstate Commerce Act, Section 20c".

Please file and record the documents referred to in this letter and cross-index them under the names of the parties listed above. A check for \$100 is enclosed for payment of the recording fee.

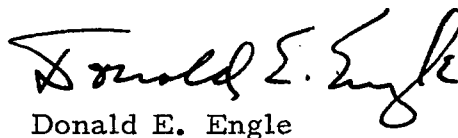
Please return to the delivering messenger the following items:

(a) All counterparts of the documents referred to in this letter that are not required for filing, stamped with the appropriate recordation number.

(b) A stamped copy of this letter.

(c) Your fee receipt and letter confirming recordation, addressed to Robert C. Nash, Esq., Messrs. Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Very truly yours,



Donald E. Engle

DEE:jj
Enclosures

- A

9587-A
RECORDATION NO. Filed & Recorded

JUL 19 1978 10:20 AM

INTRA-STATE COMMERCE COMMISSION
ASSIGNMENT OF PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of June 1, 1978, ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation ("the Assignor"), in consideration of the sum of \$10 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DOES HEREBY SELL, ASSIGN, TRANSFER AND SET OVER UNTO THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation (the "Assignee"), not individually but solely in its capacity as Trustee under a Trust Agreement dated as of the date hereof with Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division) and Northwestern National Bank of Minneapolis (collectively, the "Owners"), and its assigns for its and their own use forever, all of the Assignor's right, title and interest in and to that certain Purchase Agreement dated as of the date hereof ("the Purchase Agreement"), between the Assignor and General Motors Corporation (Electro-Motive Division), a Delaware corporation ("the Builder"), insofar as it relates to the eight units of railroad equipment ("the Equipment") described in Annex A hereto, together with, all and singular, the Equipment and all right, title and interest now owned or hereafter acquired by the Assignor in and to the Equipment and in and to the Purchase Agreement, to have and to hold, all and singular, the Equipment and the Purchase Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer or pass to the Assignee any of the obligations of the Assignor in, to and under the Purchase Agreement, except as expressly provided for in this Assignment, it being understood and agreed that, notwithstanding this Assignment, all other obligations of the Assignor to the Builder under the Purchase Agreement shall be enforceable by the Builder against and only against the Assignor.

1. The Assignor does hereby represent that it is the lawful owner, free from all liens, security interests and encumbrances, of all the rights of the Assignor under the Purchase Agreement in respect of the Equipment, that it has the right to sell and assign such rights of the Assignor under the Purchase Agreement as set forth herein and that it will warrant and defend this Assignment against the claims and demands of all persons.

The Assignee hereby appoints the Assignor its agent for inspection and acceptance of the Equipment under the Purchase Agreement. The Assignee will cause each Unit to

be delivered to the Assignor at the point or points specified in Annex A hereto.

2. The Assignee accepts the assignments herein contained, and assumes the obligations of the Assignor under the Purchase Agreement to purchase the Equipment and agrees to pay for the Equipment as provided in the Purchase Agreement, subject to compliance by the Builder with the provisions of the Purchase Agreement relating to construction, delivery and acceptance of equipment under the Purchase Agreement, including without limitation, Articles 1 through 4 thereof (except the seventh paragraph of Article 3 thereof), but no other duties or obligations of the Assignor thereunder; provided, however, that the Builder shall not deliver any unit of the Equipment hereunder subsequent to, and the Assignee shall have no obligation to purchase and pay for any unit of the Equipment not delivered prior to, receipt of a written notice from the Assignor or the Assignee notifying the Builder of (i) the commencement of any proceedings specified in clause (e) or (f) of § 10 of the Lease dated the date hereof between the Assignor and the Assignee ("the Lease"), (ii) the occurrence of any event of default as described in § 10 of the Lease, or event which with lapse of time and/or demand, could constitute such Event of Default, (iii) the material falseness of any of the representations and warranties of the Lessee made by it in § 15(a) of the Lease at and as of the time such representations and warranties were so made or (iv) the fact that any of the conditions contained in § 15(b) of the Lease have not been met or waived. In addition, the Builder shall not deliver any unit of the Equipment hereunder (x) subsequent to, and the Assignee shall have no obligation to purchase and pay for any unit of Equipment not delivered prior to, June 30, 1979 ("the Cut-Off Date") or (y) if the aggregate Purchase Price of all units of Equipment theretofore delivered and of the next unit to be delivered exceed \$5,500,000. The Assignor affirms hereunder that it shall be solely obligated to purchase and pay for pursuant to the Purchase Agreement any unit of the Equipment which is excluded from this assignment because (A) such unit is delivered after the Builder shall have received any notice described in the proviso to the first sentence of this paragraph or (B) such unit is delivered after the Cut-Off Date.

3. The Builder hereby consents to and accepts the terms of this Assignment, including, without limitation, its duties as to termination of deliveries. The Assignor and the

Builder agree that the Assignee may reassign to any domestic corporation, which is reasonably acceptable to the Assignor and the Builder, all its rights hereunder with respect to any or all units of Equipment delivered and accepted under the Purchase Agreement.

4. The Builder and the Assignor hereby agree that the Purchase Agreement and this Assignment will not be amended in a manner affecting the Assignee as a party thereto or hereto, as the case may be, without the written consent of the Assignee to such amendment.

5. The Assignor represents and warrants that none of the units of the Equipment has been delivered by the Builder or placed in service by any person prior to the date hereof.

6. The parties hereto hereby agree that all rights and obligations under this Assignment shall be governed by the laws of the State of Missouri; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY.

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST
COMPANY, not individually but solely
as Trustee as aforesaid.

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF MISSOURI,)
) ss.:
CITY OF ST. LOUIS,)

On this 14TH day of JULY 1978, before me personally appeared DONALD E. ENGLE, to me personally known, who, being by me duly sworn, says that he is Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary L. Allhoff
Notary Public **Mary L. Allhoff**

[Notarial Seal]

My Commission expires AUG 2 1981

Commissioned within and for the County of St. Louis, Missouri
which adjoins City of St. Louis, Missouri, where this act was
performed.

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD.)

On this day of 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of 1978, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX A TO ASSIGNMENT OF PURCHASE AGREEMENT

<u>Type</u>	<u>Place of Delivery</u>	<u>Quantity</u>	<u>Road Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>
3,000 h.p. diesel electric locomotive	St. Louis, Missouri	8	950-957	\$625,000	\$5,000,000